

# GRISSIM AND HODGES

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RECORDATION NO. 16261-C FILED 1425

OCT 24 1996 - 10 22 AM  
October 16, 1996

INTERSTATE COMMERCE COMMISSION

OCT 22 10 19 AM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Surface Transportation Board  
Attn: Ms. Janice Fort  
1201 Constitution Avenue, N.W.  
Room #2311  
Washington D.C. 20423  
Secretary

RE: Recording of Amendment, Extension and Modification  
Agreement for The Southern Junction Company, Inc. and  
Volunteer State Bank

Dear Ms. Fort:

Please find enclosed an original and one copy/counterpart of  
the document described below, to be recorded pursuant to Section  
11303 of Title 49 of the U.S. Code.

This document is a mortgage, a secondary document dated  
September 20, 1996.

A description of the equipment covered by the document  
follows:

<u>Type</u>	<u>Manufacturer</u>	<u>Identifying Marks</u>	<u>Road Number</u>
60 foot RPO Power Generator Car	Budd	Broadway	514
85 foot Table Dining Car	Pullman	Broadway	245
85 foot Dining Car	Budd	Broadway	1494
83 foot Dome Lounge Car	Pullman	Broadway	504
85 foot Dining Car	Budd	Broadway	1493
85 foot Tavern Lounge Observation Car	Budd	Broadway	3339
85 Foot Dining Car	Budd	Broadway	6507
85 foot Dining Car	Budd	Broadway	8503
85 foot Coach Car		Broadway	4067
Locomotive		Broadway	6902
E8A, Built EMO2 12-56 E Engines			

Ms. Fort  
October 16, 1996  
Page 2

<u>Type</u>	<u>Manufacturer</u>	<u>Identifying Marks</u>	<u>Road Number</u>
Locomotive E8A Built EMO2 12-567 E Engines		Broadway	4264 & 5764

A filing fee of \$22.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Sam D. Hodges, III  
Grissim & Hodges  
323 Union Street  
Nashville, TN 37201.

Thank you for your assistance in this matter.

Sincerely,

*Sam D. Hodges, III* by pfa  
SAM D. HODGES, III

SDH,iii/pfa  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

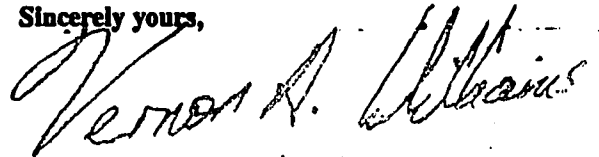
10/22/96

Sam D. Hodges, III  
Grissim And Hodges  
323 Union Street, Ste. 400  
Nashville, Tennessee 37201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/96 at 10:20AM , and assigned recordation number(s). 16261-C.

Sincerely yours,

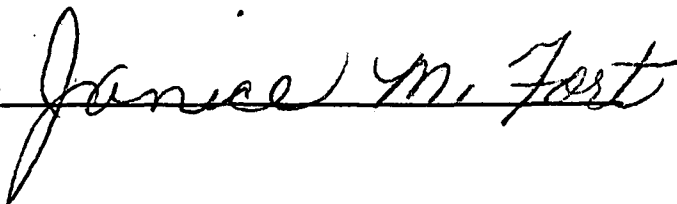


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 22.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 16261-C FILED 1425

OCT 22 1996 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

THIS INSTRUMENT PREPARED BY:  
Sam D. Hodges, III  
Grissim & Hodges  
323 Union Street  
Nashville, TN 37201

**AMENDMENT, EXTENSION AND MODIFICATION AGREEMENT**

Mortgagor/Debtor:

The Southern Junction  
Company, Inc.  
108 First Avenue South  
P.O. Box 25085  
Nashville, TN 37202

Mortgagee/Secured Party:

Volunteer State Bank  
239 West Main Street  
Hendersonville, TN 37075

THIS IS A "SECONDARY DOCUMENT" as that term is defined by CRF Chapter X, Section 1177.2. This document is an amendment to the Mortgage and Security Agreement, Recordation No. 16261, filed on March 30, 1989, as amended by an Extension and Modification Agreement, Recordation No. 16261-A, filed on November 1, 1991.

THIS AMENDMENT, EXTENSION AND MODIFICATION AGREEMENT is made and entered into on the 20 day of September, 1996, by and between THE SOUTHERN JUNCTION COMPANY, INC. (the "Borrower"), a Tennessee corporation with its principal office located at 108 First Avenue South, P.O. Box 25085, Nashville, Tennessee 37202 which operates the Broadway Dinner Train in Nashville, Tennessee, and VOLUNTEER STATE BANK (the "Lender"), a state banking corporation with its principal offices located in Portland, Tennessee.

WHEREAS, pursuant to a Mortgage and Security Agreement dated March 23, 1989 (the "Mortgage") and a Loan Agreement of even date therewith, Lender loaned to Borrower the sum of Four Hundred Fifty Thousand and No/100 (\$450,000.00) Dollars, which indebtedness was evidenced by a Promissory Note of even date therewith; and

WHEREAS, the indebtedness of Borrower to Lender is further evidenced and secured by certain other documents and instruments described in the Loan Agreement and executed in connection therewith, which other documents and instruments, together with the Loan Agreement, Mortgage and the Promissory Note, are collectively described and referred to as the "Loan Documents"; and

WHEREAS, Borrower and Lender have previously modified the Loan Documents and extended the maturity date of the Promissory Note and other Loan Documents between the parties in accordance with certain Extension and Modification Agreements dated September 15, 1989, October 15, 1991 and March 25, 1993, respectively; and

WHEREAS, Borrower has purchased certain additional equipment and Borrower has agreed to pledge the additional equipment to Lender which shall be encumbered by the Loan Documents; and

WHEREAS, Borrower has sought to further modify the Loan Documents and to extend the maturity date of the Loan Agreement and the other Loan Documents between the parties; and

WHEREAS, Borrower has requested Lender consolidate certain previous advances under the terms and conditions of the Loan Documents; and

WHEREAS, the Lender has agreed to permit such extensions, modifications and consolidations upon the terms and conditions set forth herein and as further evidenced by an Amended and Restated Promissory Note of even date herewith (the "Note"):

NOW, THEREFORE, the Borrower and the Lender agree that:

1. Maturity and Payment Dates.

(a) The unpaid principal balance of the Note on the date hereof is Four Hundred Twenty-three Thousand and No/100 (\$423,000.00) Dollars. The maturity date set forth in the Loan Documents (including the Note) is hereby extended to October 1, 2001 (the "Maturity Date").

(b) A single interest only payment, consisting of all accrued and unpaid interest, shall be due and payable on October 2, 1996.

(c) Beginning November 2, 1996 and continuing on the second (2nd) day of each consecutive month thereafter until October 1, 2001, a principal and interest payment of Four Thousand Three Hundred Forty-two and 15/100 (\$4,342.15) Dollars shall be due and payable representing the principal balance of the Note amortized over a period of 15 years (based on a year of 365 days) at nine and one-fourth percent (9 1/4%) interest. Each monthly installment shall be applied first to the payment of accrued interest and the remainder to principal.

(d) On October 1, 2001, all indebtedness of the Borrower to the Lender under the Loan Documents, including the Note, shall be immediately due and payable in full, including without limitation all principal, accrued interest and fees (if any).

2. Warranties and Representatives Correct. The Borrower hereby confirms as true and correct all of the warranties and representations set forth in the Loan Agreement and the other Loan Documents, as subsequently amended and modified, as if the same were made on the date hereof.

3. Covenants and Agreements to Be Honored. The Borrower hereby confirms that it will do or refrain from doing, as

appropriate, all of those matters set forth in Section 5(g) of the Loan Agreement which have equal application to this Agreement.

4. Reaffirmation of Specific Warranties and Representations. The Borrower hereby represents and warrants that the representations and warranties set forth in Section 5(g) of the Loan Agreement have equal application to this Agreement.

5. Collateral, Security Interests, and Liens Reconfirmed. The Borrower hereby reconfirms its grant of the security interests, liens, and collateral to the Lender.

6. The Mortgage.

(a) The Borrower covenants that it continues to be lawfully seized and possessed of all rights, title and interest in and to the Collateral as defined in the Mortgage and Security Agreement dated March 23, 1989, Recordation No. 16261, as further evidenced by the Extension and Modification Agreement dated October 15, 1991, Recordation No. 16261-A, between Borrower and Lender (the "Mortgage")), and that Borrower has not granted to any other party other than Lender any security interest in the Collateral, and Borrower reaffirms all of its duties and obligations pursuant to the Mortgage as amended.

(b) As additional security for the payment of the indebtedness described in the Loan Agreement and to reaffirm the terms of the Mortgage and to encumber the additional equipment owned by Borrower. Borrower hereby mortgages, assigns and grants and conveys to the Lender a mortgage lien and a security interest in and to the following described property (hereinafter sometimes referred to as the "Collateral"):

(1) All of Debtor's equipment, railroad cars, rolling stock, machinery, parts, replacements, furniture, fixtures, accessories, improvements, tools, building products, building equipment, and substitutions both presently existing and hereafter acquired, including, without limitation, all personal property and fixtures located on and/or used in connection with certain real property owned and/or subleased by The Metropolitan Government of Nashville and Davidson County, Tennessee located in or near Riverfront Park, Nashville, Tennessee, which real property is leased to Debtor and further described in paragraph (c)(2) below and including, without limitation, the following railroad cars, all of which have the A.A.R. mechanical designation lightweight passenger car:

<u>Type</u>	<u>Manufacturer</u>	<u>Identifying Marks</u>	<u>Road Number</u>
60 foot RPO Power Generator Car	Budd	Broadway	514

<u>Type</u>	<u>Manufacturer</u>	<u>Identifying Marks</u>	<u>Road Number</u>
85 foot Table Dining Car	Pullman	Broadway	245
85 foot Dining Car	Budd	Broadway	1494
83 foot Dome Lounge Car	Pullman	Broadway	504
85 foot Dining Car	Budd	Broadway	1493
85 foot Tavern Lounge Observation Car	Budd	Broadway	3339
85 Foot Dining Car	Budd	Broadway	6507
85 foot Dining Car	Budd	Broadway	8503
85 foot Coach Car	_____	Broadway	4067
Locomotive	_____	Broadway	6902
E8A, Built EMO2 12-56 E Engine			
Locomotive	_____	Broadway	4264 & 5764
E8A Built EMO2 12-567 E Engines			

(2) All other railroad cars and other rolling stock currently owned by Debtor or hereafter acquired by Debtor, and all other property (including without limitation all rolling stock used in connection with Debtor's Broadway Dinner Train) substituted for any of such property described herein or above;

(3) All contract rights, lease rights, accounts, choses in action, instruments, and other general intangibles arising in any way in connection with (i) the real property described on Schedule I hereto or (ii) the following contracts, lease and agreements;

(i) That certain Agreement between the Nashville and Eastern Railroad Corporation and Debtor, dated March 14, 1988, including all amendments, modifications and/or extensions thereof, and/or

(ii) All lease agreements between Metro and Debtor, concerning or affecting real property located in or near Riverfront Park in Nashville, Tennessee, whether such leases are oral and/or as they may hereinafter be reduced to writing, and any and all amendments, modifications and extensions thereof including, but not limited to:

(A) that certain sublease dated April 16, 1996 by and between Metro and The Southern Junction Company, Inc. which subleases the property leased for public park and recreational under the Cheatham Lock and Dam project number DACW 62-I-84-149 dated May 21, 1984; and

(B) that certain Ground Lease dated April 16, 1994 by and between Metro and The Southern Junction Company, Inc., of record in Book 9441, page 255,

Register of Deeds Office of Davidson County, Tennessee; the real property encumbered by the leases is further described on Schedule I, attached hereto and incorporated herein by reference; and

(4) All proceeds (including insurance proceeds) or products attributable to or arising from any of the foregoing Collateral.

7. Loan Documents. This Extension and Modification Agreement is a Loan Document. The definition of the term Loan Documents in Section 4 of the Loan Agreement is hereby amended to include this Agreement, the Note and all other documents executed in connection therewith as a Loan Document. Terms not otherwise defined herein shall have the meanings ascribed to them in the other Loan Documents.

8. No Existing Default or Set-Off, Etc. The Borrower covenants and agrees that no event has occurred and no claim, offset, defense, or other condition exists that would relieve it of any obligations to the Lender under the Note, mortgage, or any other Loan Documents or provide a cause of action to the Borrower against the Lender, any and all of which are hereby waived by the Borrower.

9. All Loan Documents, Etc. All Loan Documents are hereby amended to conform to the amendments and modifications expressed herein. However, except as otherwise expressly provided herein, the Loan Agreement and the other Loan Documents shall remain unamended, unmodified, in full force and effect.

10. Consent of Guarantors. By their signatures below, each of the Guarantors named below consent to this Extension and Modification Agreement, join in the representations and warranties of the Borrower as of the date hereof and agree that their unlimited Guaranties of payment and performance made and delivered to Lender on October 15, 1991, as reaffirmed on March 26, 1993, shall and do continue to apply to the debts and obligations of the Borrower to the Lender evidenced and secured by this Agreement, the Note and the other Loan Documents, as modified and extended herein, shall and do remain in full force and effect and enforceable in accordance with their terms, and are hereby reaffirmed by each of the undersigned Guarantors. By their signatures below, the new Guarantors acknowledge and represent to the Lender that they recognize that the Lender is taking this action in reliance on the Guarantors and not either one alone in entering into the Note, this Agreement and the other documents executed in connection therewith.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.



IN WITNESS WHEREOF, the Borrower and the Lender have executed this Amendment, Extension and Modification Agreement to be effective as of the date first above written.

BORROWER:

THE SOUTHERN JUNCTION COMPANY,  
INC., a Tennessee corporation

By:

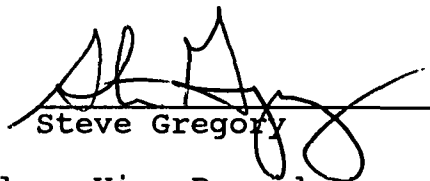
  
Arthur R. Cushman

Title: President

LENDER:

VOLUNTEER STATE BANK

By:

  
Steve Gregory

Title: Vice-President

CONSENTS OF GUARANTORS

The undersigned CAROLYNE CUSHMAN and ARTHUR R. CUSHMAN, hereby consent, as Guarantors, to this Extension and Modification Agreement, join in the representations and warranties of the Borrower as of the date thereof, and agree that their unlimited Guaranties of payment and performance made and delivered on October 15, 1991 and as reaffirmed on March 25, 1993 shall and do continue to apply to the debts and obligations of the Borrower to the Lender evidence and secured by the Amended and Restated Promissory Note, the Amendment, Extension and Modification Agreement and the other Loan Documents, as modified and extended herein, shall and do remain in full force and effect and enforceable in accordance with their terms, and are hereby reaffirmed by each of the undersigned Guarantors.

GUARANTOR:

Carolyn R. Cushman  
CAROLYNE CUSHMAN

GUARANTOR:

Arthur R. Cushman  
ARTHUR R. CUSHMAN

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Christopher S. Davenport, a Notary Public of said county, ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be president of THE SOUTHERN JUNCTION COMPANY, INC., the within named bargainor, a Tennessee business corporation, and that he as such president executed the within instrument for the purposes herein contained, by signing the name of the corporation by himself as president.

Witness my hand and seal, on this 11th day of October, 1996.

Christopher S. Davenport  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/21/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Sam J. Hodges III, a Notary Public of said county, STEVE GREGORY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be vice-president of VOLUNTEER STATE BANK, the within named bargainor, a National Banking Association, and that he as such vice-president executed the within instrument for the purposes herein contained, by signing the name of the corporation by himself as vice-president.

Witness my hand and seal, on this 20<sup>th</sup> day of SEPTEMBER, 1996.

Sam J. Hodges III  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/24/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Christopher S. Davenport, a Notary Public of said county, CAROLYNE CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 11<sup>th</sup> day of October, 1996.

Christopher S. Davenport  
NOTARY PUBLIC

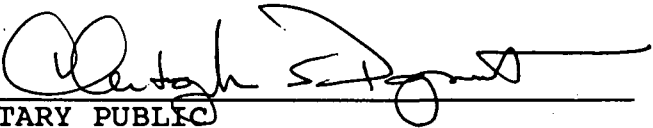
MY COMMISSION EXPIRES: 3/21/98

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Christopher S. Davenport, a Notary Public of said county, ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 11th day of October, 1996.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/21/98

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**SCHEDULE I  
LEGAL DESCRIPTION**

**TRACT I**

Being a portion of the property as shown on Map 93-6, Parcel 41, lying in Nashville, Davidson County, Tennessee and being bound on the north by Shelby Avenue Bridge; on the east by the Cumberland River; on the south and west by the remainder of parcel assigned to the Nashville Thermal Corporation, and being more particularly described as follows:

Beginning at a point in the south right-of-way line of Shelby Avenue Bridge, said point being located north 62 degrees 35 minutes east, 176.82 feet from the intersection of the south right-of-way line of Shelby Avenue Bridge and the east right-of-way line of First Avenue South;

Thence, with the south right-of-way line of the Shelby Avenue Bridge, north 62 degrees 35 minutes east, 6.18 feet to a point;

Thence, north 47 degrees 45 minutes east, 169.60 feet to a point on the low water line of the Cumberland River;

Thence, with the low water line of the Cumberland River, south 43 degrees 20 minutes east, 188.80 feet to a point;

Thence, south 59 degrees 45 minutes 38 seconds east, 88.94 feet to a point;

Thence, leaving the river and on a severance line across the Nashville Thermal Corporation property, south 30 degrees 14 minutes 22 seconds west, 102.13 feet to a point at the corner of a concrete platform;

Thence, along the face of a concrete platform, south 26 degrees 14 minutes 17 seconds west, 16.30 feet to a point;

Thence, leaving the platform and following a fence line, south 46 degrees 06 minutes 15 seconds west, 23.54 feet to a point;

Thence, north 67 degrees 36 minutes 05 seconds west, 48.58 feet to a point;

Thence, north 74 degrees 16 minutes 54 seconds west, 136.57 feet to a point;

Thence, north 50 degrees 51 minutes 51 seconds west, 7.80 feet to a point;

Thence, north 32 degrees 38 minutes west, 147.22 feet to the point of beginning.

Said described area contains 1.22 acres, more or less.

Being part of the same property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee by deed as of record in Book 6417, page 949, Register's Office for Davidson County, Tennessee and being the same property conveyed to The Southern Junction Company, Inc. by Ground Lease of record in Book 9441, page 255, Register's Office for Davidson County, Tennessee.

## TRACT II

Being a portion of the property, more commonly referred to as the Riverfront Park Property in Nashville, Davidson County, Tennessee, and described as being Lot No. 1 on the plan of Section One Riverfront Park, recorded in Book 5800, page 382, in the Register's Office of Davidson County, Tennessee and said property being further described as follows:

Beginning at a point in the center of the main line of the Nashville and Eastern Rail Authority, said point being located north 58 degrees 31 minutes 34 seconds east, 40.30 feet from the southwest corner of the Shelby Street bridge pier and south 75 degrees 59 minutes 21 seconds west, 91.11 feet from the northwest corner of the depot building.

Thence, south 26 degrees 51 minutes 39 seconds east, 18.26 feet to a point;

Thence, south 63 degrees 08 minutes 21 seconds west, 31.17 feet to a point;

Thence, along an arc length of a curve to the right, of a radius of 490.88 feet, subtended by an angle of 15 degrees, 127.62 feet to a point;

Thence, north 12 degrees 05 minutes 27 seconds west, 25.02 feet to a point;

Thence, along an arc length of a curve to the left, a radius of 466.96 feet, subtended by an angle of 15 degrees, 121.31 feet to a point;

Thence, north 63 degrees 08 minutes 21 seconds east, 31.29 feet to a point;

Thence, south 26 degrees 51 minutes 39 seconds east, 6.74 feet to a point;

Said described area contains 0.09 acres, more or less.

According to a survey by Crouch Engineering, P.C.  
2039 Hunterwood Drive  
Brentwood, TN 37027

File: 95437

Dated: February 27, 1996

Said property being part of the same property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee by Trustee's Deed from A. Battle Rodes, Trustee for Tennessee Central Railway Company, recorded in Book 4418, page 29 and being part of the same property conveyed to the Aldermen of the City of Nashville from J. B. Knowles et al, recorded in Book 14, page 1, in the Register's Office of Davidson County, Tennessee and being conveyed to The Southern Junction Company, Inc. by unrecorded Sublease dated April 16, 1996.

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